IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO.1726 OF 1998

M/s.Lahoti Overseas Ltd. ...Plaintiff

vs.

Mahesh Keni ...Defendant

Mr.Ketan Parekh for the Plaintiff

CORAM: A.S.OKA,J.
DATE : JULY 19,2007

JUDGMENT:

1. The suit is kept under the caption of 'Undefended suits for exparte decree'. The Plaintiffs have tendered an Affidavit in lieu of examination in chief of one Mr.Rajesh Bangera, Accounts Executive of the Plaintiff. The said affidavit is taken on record and marked 'X' for identification. A compilation of original documents tendered by the Plaintiffs is taken on record and marked 'Y' (collectively) for identification.

2. The suit filed by the Plaintiffs is for recovery of a sum of Rs.87,000/- with interest thereon. At the outset, the learned Counsel for the Plaintiffs fairly stated that the claim will have to be restricted to sum of Rs.85,000/- with interest.

3. According to the case of the Plaintiffs, in the year 1997 the Plaintiffs started a business dealing with the defendant of transportation of their material from time to time.

According to the case of the Plaintiffs, the payments were made to the defendant on the basis of the bills raised by the defendant from time to time. It is alleged that the defendant wrongfully withheld the material of the Plaintiffs and a sum of Rs.1,00,000/- was required to be paid by the Plaintiffs on 7th February 1990 to the Defendant under the duress. According to the case of the Plaintiffs, after payment of Rs.1,00,000/-, the defendant started raising demands against the Plaintiffs without accounting for the said amount of Rs.1,00,000/-. According to the case of the Plaintiffs, by a letter dated 6th March 1990, they called upon the defendant to pay a sum of Rs.85,000/- to them due and payable after making an adjustment of the amounts due. According to the case of the Plaintiffs, the defendant issued a false and frivolous reply.

4. The case of the Plaintiffs made out in the plaint has been proved by the Affidavit in lieu of the examination in chief of Mr.Rajesh Bangera. By the said Affidavit, the documents forming part of the compilation have been duly proved including the extract of the account. Hence the Plaintiffs are entitled to a decree.

5. There is no stipulation between the parties as regards payment of interest. Hence, interest will have to be fixed at the rate of 6% p.a. Hence, a case is made out for passing the

decree in favour of the Plaintiffs.

6. Accordingly, the defendant is ordered and decreed to pay a sum of Rs.85,000/- to the Plaintiffs together with interest thereon at the rate of 6% p.a. from the date of filing of the suit till the payment or realisation. The defendant will also pay costs of the suit to the Plaintiffs. The Plaintiffs will be entitled to refund of court fees in accordance with rules. Certified copy is expedited.

JUDGE